INOW ALL MEN BY THESE PRESENTS:

DEED REGORD

The groups of Dallan, she Blate of Texas, in consideration of the sum of One \$(1.00) Dollar to me the groups of which is hereby acknowledged, and in consideration of the special benefits to be grapherly, have granted and conveyed unto the City of Dallan, a municipal corporation, and grant and convey unto the City of Dallas, a municipal corneration, a right-of-way

the hereinafter described property for the purpose of constructing and maintaining storm water drainage facilities said property described as follows, to wit:

> BETT'S a part of the J. E. Belms Survey, Abstract No. 605, Dallas County, Texas, and being in MICCE 4152, official City numbers, and being a part of the land conveyed by Rileen Srova Davis to J. C. Calabria, Eyman Kahn and J. T. Calabria, by deed dated May 3, 1963 and recorded in Volume 63, page 0712 or the Deed Records, Dallas County, Texas.

THE BOUNDARIES of the 10 foot wide easement for storm water drainings facilities, in the above described property are shown on a map of record in the cirics of the City Engineer of Dallas, Toxas, in File 4210, Busber 1153, Sheet No. 4, and the center line of the said 10 foot wide easement for storm water drainage facilities is deseribed as follows:

BEGINGING at a point on the West line of Westmoreland Avenue, a 100 foot wide right of way, and a distance of 250 feet South of the Northeast corner of the above described tract of land in NIOCK \$152 and said point also being approximately 948 feet North of the North line of Fort Worth Out-Off, a 120 foot wide Texas Highway Department right of way;

TRACE Westerly along a line perpendicular to the West line of Westmoreland Avenue for 193 feet to a point for a curve to the right;

THENCE Westerly to Northwesterly along a curve to the right having a central angle of 30° and a radius of 100 feet for a distance of 52.36 feet to a joint for the end of said curve;

TREMCE Northwesterly for 28 feet to a point for the end of said easement in the approximate center of the creek, said point being approximately 267 feet West of the West line of Westmoreland Avenue and 223 feet South of the Borth line of said tract in BLOCK 4152.

There is also granted to the City of Dallas, Texas, its successors or assigns the temporary working space necessary to construct and maintain the said storm water drainage facilities.

933130



To have and to hold the above described property unto the City of Dailas for the purposes hereinbefore pro-vided, and said City of Dailas shall have the right to go upon the same for the purpose of repairing said

storm water drainage facilities

. That all expenses in the construction

and maintenance of said

storm water drainage facilities

shall be at

the expense of the said City of Dallas and in the construction of said

storm Water drainage

should said City of Dallas find it needful to remove any improvements now on above described property that such removal and the replacing of same shall be wholly at the cost of said City of Dallas.

In Testimony Whereof, witness 🐫 hands

CITY OF DALLAS

OR OF PURLIC WOR

LIATE OF TEXAS Before me.	#	a Notary
EUNITY OF DALLAS In and for Dallas County,	, Texas, on this day personally app	cared
J. C. Calabria. Hymes Kahs and J. T.	Celabria	
		17
them to me to be the person s whose names are	subscribed to the foregoing instru	nent, and acknowing
me that they executed the same for the p	surposes and consideration therein	expressed.
ander my hand and seal of office this//	the arms diameter	
ander my hand and seal of office this	() day of	A, D, 197A
	Man & Add	No
	Fothry Public in and for Di	lles County Texas
MINITE OF TEXAS Before me,		Notary Pol
Distriction Division in and for Dame County,	1exas, on this day personally	
	wife of	
to me to be the person whose name is sub		est, and having bee
seeined by me privily and apart from her husb	and, and having the same fully exp	dained to her, she
	, acknowledged suc	instrument to
and deed, and she declared that she willingly si		
promed and that she did not wish to retract it.	•	
under my hand and scal of office this	day of	A. D. 19
and the state of other time		, A. D. 19
	Natara Bublia in and fan Da	llas Causas Tax
	Notary Public in and for Da	mas county, Texas,
	·	
HE STATE OF TEXAS Before me. COUNTY OF DALLAS In and for Dallas County,	Taxes on this day personally appea	a Notary Publi
The state of the s	reads on and day personally appear	
		of
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known to me to me to me that he execu		
Expressed as the act and deed of	, and in the c	apacity therein states
liven under my hand and scal of office this	day of	, A. D. 19
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VOL. 1720:

SULTY NO STATE

DEED RECORD Rec 3 700 GF#66D7-eb WARRANTY DEED THE STATE OF TEXAS.) Know All Men By These Presents: County of DALLAS That WE, J.C. CALABRIA, HYMAN KAHN and J.T. CALABRIA, all married men, not joined became by our wives for the reason that the herein conveyed property. atitutes ho part of our residence or business (comesteed) wed Dallas Texas . State of THE TEN C TEX: NO /100 (\$10.00)-----CASH and other good and valuable considerations is head paid by CITY OF DALLAS, A Municipal Corpore on, the receipt of which is hereby fully acknowledged; The second court of the contract of The same of the sa Property of the control of the wall of the RACT / have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said CITY OF DALLAS, A Municipal Corporation , State of Texas of the County of lot, tract or parcel of land, lying and being situated in the City and County of Dallas, Texas, more particularly described as follows:
Being a part of the J.E. Helms Survey, Abstract No. 605, Dallas County, Texas and being in Block 4152, official City number, and being a part of the land conveyed by Eileen Brown Davis to J.C. Calabria, Hyman Kahn and J.T.Calabria, by Deed dated May 3, 1963 and recorded in Volume 63, page 0712 of the Deed Records of Dallas-County, Texas, the land herein conveyed being more particularly describ as follows: BEGINNING at the northeast corner of said Calabria et al tract, also being on the south side of a tract of land conveyed to W.A. Mc Coy, by deed recorded in Volume 2428, Page 404 of said Deed Records; THENCE in a westerly direction along the common line of said Calabria et al and said Mc Coy tracts, a distance of 44.60 feet to its intersection with the proposed west line of Westmoreland Avenue; THENCE, in a doutherly direction along said proposed west line of Westmoreland Avenue at 69.0 feet perpendicularly distant west of and parallel to the City . Survey line in Westmoreland Avenue, a distance of 676.0 feet, more or less, to its intersection with the South line of said Calabria et al tract, also being the present north line of the Eileen Brown Davis tract;

THENCZ eastward along the common line of said Davis (Calabria Calabria)

Alternative and the second sec

(Proporty description multimed)

Feb. FMT,

a distance of 41.87 feet to the east line of each Calabria tract;
THENCE corresponds about the east time of each Calabria tract; a distance of \$78.00 feet to the PLACE OF RECIBITION and containing approximately 99,812 square feet of land, of which approximately 1,400 equate feet of land is in the present by used receives and as to which me warranty is made hereining but all of which land is herein conveyed.

TO HAVE AND TO HOLD the above described premises, tegether with all and pingular, the rights and appurturances therein in anywise belonging union the said. CITY OF DALLAS, its successors and

watered seeling formers and WW do hawke blad Ourselves, our

bein, secretiers and administrators, to Warrant and Forever Defend all and singular the said premises unto the

Sent and sasigns, against every person whomsnever lawfully claiming, or to claim the same, or any part

theread

Witness Coll hamf at 1 .11 4" Territa

this 11th day of

March.

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Without ar Karrical Alexander.

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COUNTY CLERK DALLAR COUNTY

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WARRANTY DEED

FROM

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Ketura to Lity Levelary

Dallu VIII.

PAGE

803 == 0041 ···

DEED OF TRUST

THE STATE OF TEXAS
COUNTY OF

KNOW ALL MEN BY THESE PRESENTS:

That

ANN CALABRIA MINTZ

8728

43.00 DETR 2 12/14/84

New

of Bernardsville, Jersey County, Texas, hereinafter called Grantors (whether one or more) for the purpose of securing the indebtedress hereinafter described, and in consideration of the sum of TEN DOLLARS (\$10.00) to us in hand paid by the Trustee hereinafter named, the receipt of which is hereby acknowledged, and for the further consideration of the uses, purposes and trusts hereinafter set forth, have granted, sold and conveyed, and by these presents do grant, sell and convey unto

Frank G. Newman

, Trustee, of

Dallas

County, Texas, and his

substitutes or successors, all of the following described property situated in Texas, to-wit:

County,

her undivided interest in the real estate described in the attached Exhibits A and B.

Notwithstanding anything contained herein to the contrary, the execution of this Deed of Trust shall impose upon Grantor no personal liability for the payment of the indebtedness evidenced by the Promissory Note which this Deed of Trust secures. Grantee shall seek no personal judgment against Crantors for payment of any deficiency arising from the foreclosure or sale under the Deed of Trust. The sole recourse of the Grantee shall be against the property herein described.

TO HAVE AND TO HOLD the above described property, together with the rights, privileges and apourtenances thereto belonging unto the said Trustee, and to his substitutes or successors forever. And Grantors do hereby bind themselves, their heirs, executors, administrators and assigns to warrant and forever defend the said premises unto the said Trustee, his substitutes or successors and assigns forever, against the claim, or claims, of all persons claiming or to claim the same or any part thereof.

non-personal

This conveyance, however, is made in TRUST to secure payment of liability

promissory note

of even

date herewith in the principal sum of Nine Hundred Seventy-Nine Thousand Nine Hundred Two and 25/100

Dollars (\$ 979,902.25

and others

executed by Grantors/payable to the order of

Meriam J. Calabria

in the City of

Dallas

Dallas

County, Texas as follows, to-wit-

Should Grantors do and perform all of the covenents and agreements herein contained, and make prompt payment of said indebtedness as the same shall become due and payable, then this conveyance shall become null and void and of no further force and effect, and shall be released at the expense of Grantors, by the holder thereof, hereinafter called Beneficiary (whether one or more).

Grantors covenant and agree as follows:

That they are lawfully seized of said property, and have the right to convey the same; that said property is free from all liens and encumbrances, except as herein provided,

To protect the title and possession of said property and to pay when due all taxes and assessments now existing or hereafter levied or assessed upon said property, or the interest therein created by this Deed of Trust, and to preserve and maintain the lien hereby created as a first and prior lien on said property including any improvements hereafter made a part of the realty.

To keep the improvements on said property in good repair and condition, and not to permit or commit any waste thereof; to keep said buildings occupied so as not to impair the insurance carried thereon.

To insure and keep insured all improvements now or hereafter created upon said property against loss or damage by fire and windstorm, and any other hazard or hazards as may be reasonably required from time to time by Beneficiary during the term of the indebtedness hereby secured, to the extent of the original amount of the indebtedness hereby secured, or to the extent of the full insurable value of said improvements, whichever is the lesser, in such firm and with such insurance Company or Companies as may be approved by Beneficiary, and to deliver to Beneficiary the policies of such insurance having attached to said policies such mortgage indemnity clause as Beneficiary shall direct; to deliver renewals of such policies to Beneficiary at least ten (10) divis before any such insurance policies shall expire; any proceeds which Beneficiary my receive under any such policy, or policier, may be applied by Beneficiary, at his option, to reduce the indebtedness hereby secured whether then matured or to mature in the future, and in such manner as Beneficiary may elect, or Beneficiary may permit Grantors to use said proceeds to repair or replace all improvements damaged or destroyed and covered by said policy.

That in the event Grantors shall fail to keep the improvements on the property hereby conveyed in good repair and condition, or to pay promptly when due all taxes and assessments, as aforesaid, or to preserve the prior lien of this Deed of Trust on said property, or to keep the buildings and improvements insured, as aforesaid, or to deliver the policy, or policies, of insurance or the renewal thereof to beneficiary, as aforesaid, then Beneficiary may, at his option, but without being required to do so, make such repairs, pay such taxes and assessments, purchase any tax title tirreon, remove any prior liens, and prosecute or defend any suits in relation to the preservation of the prior lien of this Deed of Trust on said property, or insure and keep insured the improvements thereon in an amount not to exceed that above stipulated; that any sums which may be so paid out by Beneficiary and all sums paid for insurance premiums, as aforesaid, including the costs, expenses and Attorney's fees paid in any suit affecting said property when necessary to protect the lien hereof shall bear interest from the dates of such payments at the rate stated in said note and shall be paid by Grantors to Beneficiary upon demand, at the same place at which said note is payable, and shall be deemed a part of the debt hereby secured and recoverable as such in all respects.

That in the event of default in the payment of any installment, principal or interest, of the note hereby secured, in accordance with the terms thereof, or of a breach of any of the covenants herein contained to be performed by Grantors, then and in any of such events Beneficiary may elect, Grantors hereby expressly waiving presentment and demand for previount to declare the entire principal indebtedness hereby secured with all interest accused thereon and all other sums hereby secured immediately due and payable, and in the event of default in the payment of said indebtedness when due or declared due, it shall thereupon, or at any time thereafter, be the duty of the Trustee, or his successor or substitute as hereinafter provided, at the request of Beneficiary (which request is hereby conclusively presumed), to enforce this trust, and after advertising the time, place and terms of the sale of the above described and conveyed property, then subject to the lien bereof, for at least twenty one (21) days preced ing the date of sale by posting written or printed notice thereof at the Courthouse door of the county will be said real property is situated, which notice may be posted by the Trustee acting, or by any person acting for him, and the Bonchorne other holder of the indebtedness secured hereby) has, at least twenty-one (21) days preceding the date of sale, served written or printed notice of the proposed sale by certified mail on each debtor obligated to pay the indebtedness secured by this Dod or trust no adding to the records of Beneficiary, by the deposit of such notice, enclosed in a postpaid wrapper, properly addressed to such debtor at debtor's most recent address as shown by the records of Beneficiary, in a post office or official depository under the one and 52 custody of the United States Postal Service, the Trustee shall self the above described property, then subject to the hen hercol, at public auction in accordance with such notice at the Courthouse door of said county where such real property is situated (provided where said real property is situated in more than one county, the notice to be posted as herein provided shall be posted at the Courthouse door of each of such counties where said real property is situated, and said above described and conveyed property may be sold at the Courthouse door of any one of such counties, and the notices so posted shall designate the counts where the property will be sold), on the first Tuesday in any month between the hours of ten o'clock A.M. and four o'clock P.M., to the highest bidder for cash, selling all of the property as an entirety or in such parcels as fae Trustee acting may elect, and make due conveyance to the Purchaser or Purchasers, with general warranty hinding Grantors, their heirs and assigns; and out or the money arising from such sale, the Trustee acting shall pay first, all the expenses of advertising the sale and making the concessance, include ing a commission of live per cent (5%) to himself, which commission shall be due and owing in addition to the Attorney's leas provided for in said note, and then to Beneficiary the full amount of principal, interest, Attorney's fees and is her charges due and unpaid on said note and all other indebtedness secured hereby, rendering the balance of the sales price, it insists Grantors, their heirs or assigns; and the recitals in the conveyance to the Purchaser or Purchasers shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against Grantors, their heirs and assigns.

It is agreed that in the event a foreclosure hereunder should be common ad by the Trustee, or his substitute or successor, Beneficiary may at any time before the sale of said property direct the said. Frustee to abandon the sale, and may then institute suit for the collection of said note, and for the foreclosure of this Deed of Trust Con, it is further agreed that it Beneficiary should institute a suit for the collection thereof, and for a foreclosure of this Deed of Trust lie; , that he may at any time before the entry of a final judgment in said suit dismiss the same, and require the Trustee, his substitute or successor to self the moperty maccor dance with the provisions of this Deed of Trust.

Beneficiary shall have the right to purchase at any sale of the property, being the highest hidder and to have the amount for which such property is sold credited on the debt then owing.

Beneficiary in any event is hereby authorized to appoint a substitute trustee, or a successor trestee, to act instead of the Trustee named herein without other formality than the designation in writing of a substitute or successor trustee; and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the indebtedness hereby secured has been paid in full, or until said property is sold hereunder, and each substitute and successor trustee shall succeed to all of the rights and powers of the original trustee named herein.

In the event any sale is made of the above described property, or any portion thereof, under the terms of this Deed of Trust. Grantors, their heirs and assigns, shall forthwith upon the making of such sale surrender and deliver possession of the property so sold to the Purchaser at such sale, and in the event of their failure to do so they shall thereupon from and after the making of such upon demand, the Purchaser, his heirs or assigns, shall be entitled to institute and maintain an action for forcible detainer of said property in the Justice of the Peace Court in the Justice Precinct in which such property, or any part thereof, is situated.

. It is agreed that the lien hereby created shall take precedence over and be a prior lich to any other lien of any character whether vendor's, materialmen's or mechanic's lien hereafter created on the above described property, and in the event the proceeds of the indebtedness, secured hereby as set forth herein are used to pay off and satisfy any liens heretofore existing on said property, then Beneficiary is, and shall be, subrogated to all of the rights, liens and remedies of the holders of the indebtedness so

It is further agreed that if Grantors, their heirs or assigns, while the owner of the hereinabove described property, should commit an act of bankruptcy, or authorize the filing of a voluntary petition in bankruptcy, or should an act of bankruptcy be committed and involuntary proceedings instituted or threatened, or should the property increinabove described be taken over by a Receiver for Grantors, their heirs or assigns, the note hereinabove described shall, at the option of Beneficiary, immediately become due and payable, and the acting Trustee may then proceed to sell the same under the provisions of this Deed of Trust.

As further security for the payment of the hereinabove described indebtedness, Grantors hereby transfer, assign, and convey unto Beneficiary all rents issuing or to hereafter issue from said real property, and in the event of any default in the payment of said note or hereunder, Beneficiary, his agent or representative, is hereby authorized, at his option, to collect said rents, or if such property is racant to rent the same and collect the rents, and apply the same, less the reasonable costs and expenses of collection thereof, to the payment of said indeptedness, whether then matured or to mature in the future, and in such manner as Beneficiary may elect. The collection of said rents by Beneficiary shall not constitute a waiver of his right to incelerate the mature. ity of said indebtedness nor of his right to proceed with the or forcement of this Deed of Trust.

It is agreed that an extension, or extensions, may be made of the time of payment of all, or any part, of the inceptedness secured hereby, and that any part of the above described real property may be released from this lien without altering or affecting the priority of the lien created by this Deed of Trust in tavor of any junior encumbrancer, mortgage or purchaser, or any person acquiring an interest in the property hereby conveyed, or any part thereof; it being the intention of the parties hereto to preserve this lien on the property herein described and all improvements thereon, and that may be nereafter constructed thereon, first and superior to any liens that may be placed thereon, or that may be fixed, given or imposed by law thereon after the execution of this instrument notwithstanding any such extension of the time of payment, or the release of a portion of said property from

In the event any portion of the indebtedness hereinabove described cannot be lawfully seclined by this Deed of Trust lien on said real property, it is agreed that the first payments made on said indebtedness shall be applied to the discharge of that portion

Beneficiary shall be entitled to receive any and all sums which may become payable to Grantors for the condemnation of the hereinabove described real property, or any part thereof, for public or quasi-public use, or by virtue of private sale in her thereof, and any sums which may be awarded or become payable to Grantors for damages caused by public works or construction on or near the said property. All such sums are hereby assigned to Beneficiary, who may, after deducting therefrom all expenses actually incurred, including attorney's fees, release same to Grantors or apply the same to the reduction of the indebtedness hereby secured, whether then matured or to mature in the future, or on any money obligation hereunder, as and in such manner as Beneficiary may elect. Beneficiary shall not be, in any event or circumstances, liable or responsible for failure to collect, or exercise difference in the collection of, any such sums.

Nothing herein or in said note contained shall ever entitle Beneficiary, upon the arising of any contingency whatsoever, to receive or collect interest in excess of the highest rate allowed by the laws of the State of Texas on the proceipal indebtedness hereby secured or on any money obligation hereunder and in no event shall Grantors be obligated to pay interest thereon in excess of such rate.

If this Deed of Trust is executed by only one person or by a corporation the plural reference to Grantors shall be held to include the singular and all of the covenants and agreements herein undertaken to be performed by and the rights conferred upon the respective Grantors named herein, shall be binding upon and inure to the benefit of not only said parties respectively but also their respective heirs, executors, administrators, grantees, successors and assigns.

Grantors expressly represent that this Deed of Trust and the Note hereby secured are given for the following purpose, to wit:

EXECUTED this

Carbara mangies

Barbara mangies

Barbara Menyers

Barbara of New York

104-Ough in Suffort Co.

OTARY PUBLIC, Stone of New York o. 52-4671204-Qual, in Suffolk Co. commission Expires March 30, 19 & Co.

Exhibit A

An Undivided Fractional Interest in the Pollowing:

TRACT 1

BEING a tract of land out of the J.E. HELNS SURVEY, ABSTRACT NO. 605 and out of Block 4152, City of Dallas, Dallas County, Texas and being more particularly described as follows:

BEGINNING at a point in the West line of North Westmoreland Ave., said point being North 491.0 feet from the intersection of the Northwest line of Ft. Worth Ave.;

THENCE North along the West line of North Westmoreland Ave., 676.00 feet to a point for corner;

THENCE North 89 degrees 43 minutes West, 460.0 feet to a concrete post for corner;

THENCE South 0 degrees 19 minutes East along a fence 676.02 feet to a point for corner:

THENCE South 89 degrees 43 minutes East, 456.2 feet to the PLACE OF BEGINNING AND CONTAINING 7.11 acres of land.

SAVE AND EXCEPT that 29,832 square foot tract conveyed to the City of Dallas by Warranty Deed recorded in Volume 803, Page 41, Deed Records, Dallas County, Texas and SAVE AND EXCEPT that 1.219 acre tract conveyed to Dallas Power & Light by Warranty Deed recorded in Volume 67169, Page 1161, Deed Records, Dallas County, Texas.